

COMMERCIAL

APPLICATION FOR MEMBERSHIP AND AGREEMENT FOR ELECTRIC SERVICE
Rusk County Electric Cooperative, Inc.

PLEASE PRINT

_____ New Construction Service _____ Account Reference # _____
_____ Transfer of Existing Service _____ Meter Reference # _____
_____ Reconnecting Existing Service _____

If new construction, are there any lines (gas, sewer, telephone, water) located in the area? _____ If so, you will be required to flag them for us.

Business Name _____

Type of Business _____

Tax ID# _____ Business Phone _____

Application Authorized by _____

Billing Address _____

Interested in Bank Draft? Yes _____ No _____

Will your meter be in a location that will be readily accessible for reading, testing, inspecting? _____ Is there a locked gate at the

location? _____ If so, RCEC can provide our own lock for access to the property. Need security lighting? Yes _____ No _____ How many? _____

Reconnect existing security light/s? _____

Horsepower requirement, if applicable _____

Operation _____ hours per day _____ days per month

What power company served you at your last address? _____

How long were you on their service line? _____

I CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT, AND I FULLY UNDERSTAND THAT SUBMISSION OF FALSE INFORMATION WILL RESULT IN DENIAL OF SERVICE OR MAY CAUSE SERVICE TO BE TERMINATED WITHOUT NOTICE. I ALSO CERTIFY THAT I HAVE READ AND AGREE TO THE PROVISIONS LISTED ON THE REVERSE SIDE OF THIS APPLICATION.

Signature of Authorized Applicant _____ Date _____

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FOR OFFICE USE ONLY:

ACCOUNT NAME _____ DATE _____ MEMBER ID# _____

BILLING ADDRESS _____

The party whose signature appears on this application (hereinafter called the "Applicant" or "Member" and sometimes referred to as "he" or "his") hereby applies for membership in, and agrees to purchase electric energy from RUSK COUNTY ELECTRIC COOPERATIVE, INC., (hereinafter called the "Cooperative") upon the following terms and conditions:

1. The Applicant will pay to the Cooperative the sum of \$35.00 or such other amount as may be currently specified by the By-laws of the Cooperative or properly fixed by the Board of Directors, which if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. The Applicant expressly agrees that the Cooperative may, prior to the acceptance of this application, use said membership fee for the development of rural electrification projects. If the Cooperative is unable to furnish service to the Applicant or the service is discontinued at the request of the Member or the Cooperative, said membership fee will be returned to the Applicant except that said membership fee or any other sums owed to the Member by the Cooperative may be applied to any bills owed to the Cooperative by the Member for electric or other services. Further, the Applicant agrees to pay a connection fee of \$15.00 or such other amount as may be currently fixed by the Board of Directors which shall not be refundable.
2. When electric energy becomes available and the meter/meters installed, the Applicant will purchase from the Cooperative all electric energy used on the premises described below and will therefore pay monthly rates which will be fixed by the Board of Directors of the Cooperative. The Applicant will pay a bill of at least \$_____ per month regardless of the number of kilowatt hours consumed.
3. The Applicant will cause his premises to be wired and maintained in accordance with the requirements of the Cooperative, the National Electrical Code as adopted by the Public Utility Commission of Texas in its Rules and Regulations, and with all requirements prescribed by governmental authority having jurisdiction thereof. Connection of the Cooperative's service to the Applicant's wiring shall not imply that such an inspection has been made, and the Cooperative is under no obligation to require an inspection of such wiring or work, either before or after making connection therewith. The Applicant's location is approximately _____ feet from the existing distribution line of the Cooperative, and approximately _____ feet from the road.
4. The Applicant will comply with and be bound by the provisions of the Charter and By-laws of the Cooperative and such rules and regulations as may, from time to time, be adopted by the Cooperative.
5. The Applicant hereby grants unto the Cooperative, and to the Cooperative's successors or assigns, the right to enter upon any land of the undersigned situated in the County of _____, State of Texas, necessary to provide the service requested herein and to construct, operate, and maintain on said lands and/or in or upon all streets, roads, or highways abutting said lands, and electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that in falling are tall enough to strike the wires.
6. This application shall be deemed to have been accepted at such time as the Cooperative begins any type of construction towards providing the service requested and shall at that time become a binding contract between the Applicant and the Cooperative. Continuing service is contingent upon satisfactory payment of all bills and compliance with the applicable Rules and Regulations of the Cooperative by the Applicant.
7. In case the Applicant is not the owner of the premises or of the intervening property between the premises and the Cooperative's lines, the Applicant will be responsible for obtaining the easements or rights-of-way necessary to install and maintain in or over said premises all such wires and electrical equipment as are necessary or convenient for supplying electrical service to the Applicant.
8. The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted or become defective through an Act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore, or for damages caused thereby.